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7 **IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN**
8 **DISTRICT OF WASHINGTON**
TACOMA DIVISION

9 **DR. SAM WISE, and; GERMAN WISE**
10 **DENTAL, LLC d/b/a LOWER**
11 **COLUMBIA ORAL HEALTH, a**
Washington Limited Liability Company,

12 **Plaintiffs,**

13 **vs.**

14 **JONATHAN T. ESKOW, an Individual,**
15 **and ESKOW LAW GROUP, LLC, formerly**
16 **known as JTE LAW, LLC, a Massachusetts**
17 **Limited Liability Company,**

18 **Defendants.**

NO.

PLAINTIFFS' COMPLAINT FOR
LEGAL MALPRACTICE,
UNAUTHORIZED PRACTICE OF
LAW, BREACH OF FIDUCIARY
DUTY, AND VIOLATION OF
THE WASHINGTON
CONSUMER PROTECTION ACT
[RCW 19.86]

19 The Complaint of GERMAN-WISE DENTAL, LLC, doing business as
20 LOWER COLUMBIA ORAL HEALTH and DR. SAM WISE, alleges as follows:

21 **I. Parties**

22 1.0 Plaintiff GERMAN-WISE DENTAL, LLC is a Washington Limited
23 Liability Company, doing business as LOWER COLUMBIA ORAL HEALTH, with its
24 principal place of business in Longview, Cowlitz County, Washington.
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1 1.1 Plaintiff DR. SAM WISE is a person of the full age of majority
2 domiciled in the State of Texas. At all times relevant to these proceedings, DR. SAM
3 WISE was licensed to practice dentistry in the State of Washington and the sole
4 member of GERMAN-WISE DENTAL, LLC. This Complaint refers to GERMAN-
5 WISE DENTAL, LLC and DR. SAM WISE collectively as “WISE” unless otherwise
6 specified.
7

8 1.2 Defendant JONATHAN T. ESKOW (hereinafter “ESKOW”) is an
9 individual of the full age of majority who, on information and belief, is domiciled in the
10 State of Massachusetts. It is unknown whether Defendant ESKOW is currently married
11 or a single person. Plaintiff thus reserves the right to amend this Complaint to add
12 ESKOW’s marital community as a party defendant in these proceedings, if appropriate,
13 following discovery.
14

15 1.3 Defendant ESKOW LAW GROUP, LLC, formerly known as JTE LAW,
16 LLC, is a Massachusetts limited liability company with its principal office located in
17 Brookline, Massachusetts. At all times relevant herein, Defendant ESKOW was acting
18 within the course and scope of his employment and/or as principal of ESKOW LAW
19 GROUP, LLC f/k/a JTE LAW, LLC, which is therefore jointly and severally liable for
20 the negligent acts and omissions of Defendant ESKOW as *respondeat superior* and/or
21 pursuant to RCW 18.100.070.
22

23 **II. Jurisdiction and Venue**

24 2.0 Jurisdiction and venue are proper in this Court pursuant to 28 U.S.C.
25

1 §1332(a) because the amount in controversy exceed \$75,000, exclusive of interest and
2 costs, and the Plaintiffs are citizens of a state different from that of all of the defendants.

3 2.1 Venue is also proper in this judicial district pursuant to 28 U.S.C.
4 §1391(b) because a substantial part of the events and/or omissions giving rise to
5 Plaintiffs' claims occurred in this judicial district. based on RCW 4.28.090.
6

7 2.2 Intradistrict assignment of this case to the Tacoma Division of the
8 Court is appropriate pursuant to W.D. Wash. LCR 3(e) because the defendants do
9 not reside or have a principal place of business in this District, but Plaintiffs' causes of
10 action arose in Cowlitz County, Washington which is in the Tacoma District.

11 **III. Facts**
12

13 3.0 At all times relevant to this Complaint, Defendants ESKOW and
14 ESKOW LAW GROUP held themselves out to the public and continue to hold
15 themselves out to the public as "a boutique law firm primarily focused on the
16 dental/medical industry. With deep experience in this discrete and nuanced industry,
17 we are well-positioned to help dentists and doctors with all of their needs that arise
18 throughout their entire professional lifecycle. We are entrepreneurial at heart and
19 embrace technology to deliver the highest quality services at the highest level of
20 efficiency."
21

22 3.1 Prior to retaining ESKOW and ESKOW LAW GROUP, Plaintiffs
23 had never before purchased a business in the United States.

24 3.2 In reliance on the expertise of ESKOW and ESKOW LAW GROUP, as
25

1 described in Complaint ¶3.0, WISE contracted with Defendants ESKOW and ESKOW
2 LAW GROUP, LLC on April 1, 2019 to advise WISE in the purchase of a dental
3 practice located in Longview, Cowlitz County, Washington owned by Dr. Daniel S.
4 Haghighi and/or Dr. Daniel S. Haghighi, D.D.S., P.S. (hereinafter collectively
5 “HAGHIGHI”), which were doing business as Lower Columbia Oral Health and The
6 Center for Implant Dentistry.
7

8 3.1 Defendants ESKOW and ESKOW LAW GROUP, LLC thereafter
9 negotiated and advised WISE related to the Purchase and Sale of Assets of Dental
10 Practice from HAGHIGHI.
11

12 3.2 On or about April 16, 2019, in reliance on the advice of ESKOW and
13 ESKOW LAW GROUP, WISE entered into an agreement for the Purchase and Sale of
14 Assets of HAGHIGHI’s Dental Practice for \$1,250,000 and other, additional
15 consideration.
16

17 3.3 The Agreement for the Purchase and Sale of the Assets of HAGHIGHI’s
18 Dental Practice has been a financial disaster for Plaintiffs due to deficiencies in the
19 contract negotiated and drafted by ESKOW on behalf of WISE, including:

- 20 A. Eskow’s failure to require sufficient supporting data and documentation
21 relative to the assets and circumstances of HAGHIGHI’s practice;
- 22 B. Eskow’s failure to adequately investigate the background and
23 qualifications off Dr. Haghighi;
- 24 C. Failure to include adequate and effective enforcement mechanisms
25 included within the terms of the contract;
- D. Eskow’s agreement to add Dr. Wise’s personal guarantee of all terms of

1 the contract (including both a bank loan and a 10-year lease term,
2 without having provided Dr. Wise with full disclosure of all information
3 material to that guarantee;

4 E. Advising WISE, in error, that formation of Plaintiff GERMAN WISE
5 DENTAL, LLC would insulate and protect WISE from personal liability
6 arising out of the Purchase and Sale Agreement;

7 F. Advising WISE, in error, that he and GERMAN WISE DENTAL, LLC
8 had five days from the first of each month in which to pay the monthly
9 lease payments, when the Purchase and Sale Agreement did not allow
10 him any such payment period;

11 G. Such other and different deficiencies as may be identified during the
12 course of discovery and/or at trial.

13 **III. FIRST CAUSE OF ACTION: LEGAL MALPRACTICE**

14 4.0 Upon accepting representation of GERMAN-WISE DENTAL, LLC and
15 WISE, ESKOW undertook a duty of competence in his clients' favor, to meet or exceed
16 the standard of care expected of a reasonable and prudent Washington attorney
17 representing a client in the same or similar circumstances.

18 4.1 ESKOW's representation of GERMAN-WISE DENTAL, LLC and
19 WISE fell below the standard of care expected of a reasonable and prudent Washington
20 attorney representing clients in the same or similar manner, in the following respects:

- 21 A. Agreeing to contract terms without Plaintiffs' informed consent;
- 22 B. Negotiating and drafting the Agreement for the Purchase and Sale
23 of Assets of HAGHIGHI's dental practice which lacked enforceable
24 and effective protections for Plaintiffs;
- 25 C. Advising Plaintiffs in a Washington transaction for the sale of a
professional practice, without being licensed to practice in the
State of Washington and without the assistance of co-counsel licensed to
practice law in the State of Washington;

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2 D. Failure to adequately investigate and document the facts and
3 circumstances related to the qualifications of Dr. Haghighi and his dental
4 practice;

5 E. Such other negligent acts and omissions as fell below the standard of
6 care that ESKOW owed WISE and GERMAN-WISE DENTAL, LLC,
7 as may be discovered during the course of discovery and/or trial of
8 this matter.

9 4.2 The breaches of the standard of care by ESKOW proximately caused
10 GERMAN-WISE DENTAL, LLC and WISE damage, including but not limited to loss
11 of his investment and mitigation expenses that have included extensive litigation with
12 HAGHIGHIL.

13 4.3 Defendant ESKOW LAW GROUP, PLLC f/k/a JTE LAW, LLC is
14 jointly and severally liable for the negligent acts and omissions of ESKOW.

15 WHEREFORE Plaintiffs pray for judgment in their favor and against the
16 Defendants, jointly and severally, awarding Plaintiffs the following relief:

17 A. All damages sustained by Plaintiffs because of Defendants' negligent
18 acts and/or omissions, including mitigation expenses and other
19 consequential damages;

20 B. Legal interest, including pre-judgment interest, on all damages to the
21 fullest extent authorized by Washington law;

22 C. All taxable costs and disbursements;

23 D. Such other and different relief as the Court may deem just and equitable.

24 V. **Second Cause of Action: Unauthorized Practice of Law**
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1 5.0 Plaintiffs re-allege the allegations set forth in Complaint ¶¶1.0-4.3, as if
2 fully set forth here.

3 5.1 In Washington, the practice of law includes not only the doing or
4 performing of services in a court of justice throughout its various stages, but in a larger
5 sense includes legal advice and counsel, and the preparation of legal instruments and
6 contracts by which legal rights are secured, including when one determines for the
7 parties the kinds of legal documents they should execute to effect their purpose.

8 5.2 Washington RCW 2.48.180 prohibits the unauthorized practice of law
9 and limits the practice of law to those persons duly authorized to practice law by the
10 Washington Supreme Court and/or the Washington State Bar Association.

11 5.3 Defendant ESKOW is not now, and has never been, authorized to
12 practice law in the State of Washington.

13 5.4 Defendant ESKOW's representation of WISE and GERMAN-WISE
14 DENTAL, LLC in connection with the Underlying Transaction constituted the practice
15 of law.

16 5.5 By engaging in the unauthorized practice of law in Washington,
17 ESKOW undertook a duty of competence in favor of GERMAN-WISE DENTAL, LLC
18 and WISE, to meet or exceed the standard of care expected of a reasonable and prudent
19 Washington attorney representing a client in the same or similar circumstances.

20 5.6 Defendant ESKOW breached the standard of care as described in ¶4.2,
21 above.

1 5.7 Defendant ESKOW's unauthorized practice of law proximately caused
2 GERMAN-WISE DENTAL, LLC and WISE damage as alleged in ¶4.3, above.

3 WHEREFORE Plaintiffs pray for judgment in their favor and against the
4 Defendants, jointly and severally, awarding Plaintiffs the following relief:
5

- 6 A. All damages sustained by Plaintiffs because of Defendants' unauthorized
7 practice of law, including ;
8 B. Legal interest, including pre-judgment interest, on all damages to the
9 fullest extent authorized by Washington law;
10 C. All taxable costs and disbursements;
11 D. Such other and different relief as the Court may deem just and equitable.
12

13 **VI. Third Cause of Action: Breach of Fiduciary Duty**

14 6.0 Plaintiffs re-allege the allegations set forth in Complaint ¶¶1.0-5.7, as if
15 fully set forth here.

16 6.1 Upon accepting representation of GERMAN-WISE DENTAL, LLC and
17 WISE, ESKOW also undertook the duties of a fiduciary, including duties of undivided
18 loyalty and confidentiality.
19

20 6.2 Defendant ESKOW breached his fiduciary duties to WISE and
21 GERMAN-WISE DENTAL, LLC in the following respects:

- 22 A. Engaging in the unauthorized practice of law;
23 B. Failing to make full disclosure to WISE relative to the limitations
24 imposed by ESKOW's unauthorized practice of law in the State of
25

1 Washington;

2 C. Failing to advise WISE to seek independent counsel relative to the
3 limitations on ESKOW's practice of law in the State of Washington;

4 D. Failing to advise WISE that he should retain legal counsel admitted
5 to practice law in the State of Washington to advise him (*i.e.*, WISE)
6 relative to the Purchase and Sale Agreement;

7 E. Such other acts and omissions as may constitute a breach of fiduciary
8 duty and which may be discovered during the course of discovery and
9 trial of this matter.

10
11 6.3 Defendant ESKOW's breach(es) of fiduciary duty proximately caused
12 GERMAN-WISE DENTAL, LLC and WISE damage as alleged in ¶4.2, above.

13
14 6.4 Plaintiffs paid fees to ESKOW LAW GROUP, LLC for ESKOW's
15 professional services.

16 6.5 Fee forfeiture and disgorgement constitute appropriate remedies for
17 ESKOW's breach(es) of fiduciary duty.

18 WHEREFORE Plaintiffs pray for judgment in their favor and against the
19 Defendants, jointly and severally, awarding Plaintiffs the following relief:
20

21 A. All damages sustained by Plaintiffs because of Defendants' breach(es) of
22 fiduciary duty;

23 B. Disgorgement and/or forfeiture of all fees paid to and/or claimed by
24 ESKOW and/or ESKOW LAW GROUP, LLC;
25

1 C. Legal interest, including pre-judgment interest, on all damages and fee
2 forfeitures or disgorgements to the fullest extent authorized by
3 Washington law;

4 D. All taxable costs and disbursements;

5 E. Such other and different relief as the Court may deem just and equitable.
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7 **VII. Fourth Cause of Action: Violation of the Washington Consumer**
8 **Protection Act [RCW 19.86]**

9 7.0 Plaintiffs re-allege the allegations set forth in Complaint ¶¶1.0-6.5, as if
10 fully set forth here.

11 7.1 On information and belief, Defendant ESKOW's conduct, as
12 hereinbefore described, constituted an unfair and deceptive practices in the
13 entrepreneurial aspects of the practice of law, which affect the public interest, in
14 violation of the Washington Consumer Protection Act, RCW 19.86.

15 7.2 Plaintiffs, and each of them, suffered damage and/or harm as a direct and
16 proximate result of Defendant ESKOW's violations of the Washington Consumer
17 Protection Act.

18 7.3 Defendant ESKOW LAW GROUP, LLC is jointly and severally liable
19 for Defendant ESKOW's violations of the Washington Consumer Protection Act.
20

21 WHEREFORE Plaintiffs pray that the Court enter judgment in their favor and
22 against the Defendants, jointly and severally, granting them the following relief:
23

24 A. All damages, including mitigation expenses, proximately caused by
25 Defendant ESKOW's violations of the Washington Consumer
Protection Act;

- 1
- 2 B. Treble damages, as authorized by RCW 19.86.090;
- 3 C. Preliminary and permanent injunctive relief against Defendants to
- 4 prohibit them in engaging in similar violations of the Washington
- 5 Consumer Protection Act, as authorized by RCW 19.86.090;
- 6 D. Reasonable attorney fees to the extent authorized by RCW 19.86.090;
- 7 E. Pre-judgment and post-judgment interest at the highest rate allowed by
- 8 Washington law;
- 9 F. All taxable costs and disbursements;
- 10 G. Such other and different relief as the Court may deem just and equitable.

11 DATED: January 18, 2022.

12 WAID LAW OFFICE, PLLC

13 BY: /s/ Brian J. Waid

14 BRIAN J. WAID

15 WSBA No. 26038

16 Attorney for Plaintiffs

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